

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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AJAY BAHL,

Plaintiff,

-against-

Case No. 14-cv-04020(NRM)

**DECLARATION IN
SUPPORT OF LIEN**

NEW YORK COLLEGE OF OSTEOPATHIC
MEDICINE OF NEW YORK INSTITUTE OF
TECHNOLOGY (“NYCOM-NYIT” or “NYCOM”),

Defendant.

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Arthur Z. Schwartz, an attorney formerly representing Plaintiff in this matter, declares under penalty of perjury as follows:

1. Attached as Exhibit A is the retainer between Advocates for Justice, Chartered Attorneys and Plaintiff. It capped our fees at \$30,000 (60 hours at \$500 per hour), no matter how much time we spent on litigating his Motion for Summary Judgment. As the Court can see, we hit the cap in December 2022. Additional hours of work were performed after that in preparation for the argument and at the argument.

2. To date, despite repeated billing (Exhibit B), Mr. Bahl has only paid \$9,000 of the \$30,000 due. He clearly has no intention to pay his bill.

3. As part of the court’s granting of Mr. Bahl’s request to replace counsel, we request that the Court approve, for the record, a lien in the sum of \$21,000 for Advocates for Justice, Chartered Attorneys.

Dated: New York, New York
July 11, 2023

/s/ Arthur Z. Schwartz
Arthur Z. Schwartz

EXHIBIT A

**advocates
for justice**
chartered attorneys

225 Broadway, Suite 1902
New York, New York 10007

t. (212) 285-1400
f. (212) 285-1410

www.afjlaw.com

Arthur Z. Schwartz
Principal Attorney
aschwartz@afjlaw.com

October 24, 2022

By Email

Ajay Bahl
459 Gardiners Ave.
Levittown, NY 11756-3701

Re: Retainer Agreement

Dear Mr. Bahl:

This letter, when countersigned by you, will constitute your retainer agreement with Advocates for Justice, Chartered Attorneys (the “Firm”) with respect to representation in litigation with NEW YORK COLLEGE OF OSTEOPATHIC MEDICINE OF NEW YORK INSTITUTE OF TECHNOLOGY (hereinafter NYIT) about being provided a reasonable accommodation.

We undertake your representation in connection with the matter as described below:

SCOPE OF REPRESENTATION

The Firm will represent in the litigation of the summary judgment motion which has been filed by NYIT.

Not included in the scope of this agreement are services you may request of us in connection with a trial of this matter (should summary judgment be denied) or any post-trial litigation..

You specifically acknowledge, and have been told, understand, and recognize, that the Firm has made no guarantee promising the success or outcome of this matter.

FEES, EXPENSES, AND BILLING PRACTICES

Charges for partner time are normally billed at \$650.00 - \$750.00 an hour by the Firm, and associate time at \$550.00 per hour. We have agreed to a blended hourly rate of \$500 per hour for partners and associates. We agree to cap our fees on the litigation of the motion at

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for justice**
chartered attorneys

Ajay Bahl
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\$30,000 max, which is 60 hours at \$500 hour, with no charge after that. We require a \$10,000 retainer up front, and then we will bill for the rest of the work weekly, with an expectation of payment within 7 days until the bill reaches \$30,000. In addition to this hourly billing, you will also reimburse us for all reasonable expenses, such as copies, overnight mail, transcripts, etc. We will not undertake any extraordinary expense without consulting you.

As stated above we require an initial retainer of \$10,000.00, which you have agreed to pay to the Firm upon execution of this retainer.

TERMINATION OF AGREEMENT

You have the right to terminate this agreement for any reason, upon written notice to the undersigned. Similarly, we may seek to withdraw as your counsel for any reason as may arise. Should such withdrawal occur, it would be upon reasonable written notice to you and in compliance with legally acceptable standards.

CLIENTS' RIGHTS AND RESPONSIBILITIES

We have provided you, herewith, with a Statement of Clients' Rights and Responsibilities, as well as Part 137 of the Rules of the Chief Administrator of the Courts (22NYCRR) ("Part 137") and the related rules of the Joint Committee on Fee Disputes and Conciliation (the "Joint Committee"), the arbitral body approved by the Board of Governors of the New York State Fee Dispute Resolution Program to administer Part 137 proceedings in New York County. Although we do not anticipate any disagreement regarding our fees, nonetheless, please note that disputes regarding fees and expenses are subject to arbitration pursuant to Part 137.

As a reminder, you must preserve all documents in connection with the dispute, in whatever form they exist, including hard copies, electronic copies and emails, related to this dispute. We recommend creating a file folder for all hard copies, placing electronic copies in a separate folder on your hard drive, and placing email in a separate email folder so that information is not inadvertently deleted.

You also have the right to seek legal counsel prior to signing this agreement should you choose to do so.

If this retainer letter is acceptable, please sign below and return it to us with your retainer payment. Of course, if you have any questions, please feel free to telephone me.

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chartered attorneys

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We look forward to working with you.

Sincerely,



Arthur Z. Schwartz

AGREED AND ACCEPTED:



Ajay Bahl

EXHIBIT B

Advocates for Justice
Chartered Attorneys
225 Broadway
Suite 1902
New York, NY 10007

June 1, 2023

STATEMENT

Arjay Bahl
459 Gardiners Avenue
Levittown, NY 11756

Account No.
287

February 1, 2023 statement
Payments

\$21,000.00
0.00

TOTAL DUE:	<u><u>\$21,000.00</u></u>
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Advocates for Justice
Chartered Attorneys
225 Broadway
Suite 1902
New York, NY 10007

March 1, 2023

STATEMENT

Arjay Bahl
459 Gardiners Avenue
Levittown, NY 11756

Account No.
287

February 1, 2023 statement
Payments

\$21,000.00
0.00

TOTAL DUE: \$21,000.00

Advocates for Justice
Chartered Attorneys
 225 Broadway
 Suite 1902
 New York, NY 10007

February 1, 2023

Arjay Bahl
 459 Gardiners Avenue
 Levittown, NY 11756

Account No.
 287

In Reference To: NYIT Litigation, 11/1-12/31/2022

ATTORNEY SUMMARY

<i>Name</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Richard Soto	93.00	500.00	\$46,500.00
		<i>Billable</i>	
		<i>Hours</i>	
		<i>(per retainer)</i>	<i>Amount</i>
For Professional Services Rendered		60.00	\$30,000.00
Retainer payments received			-9,000.00
		TOTAL DUE:	\$21,000.00

ITEMIZATION OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Init.</u>	<u>Description</u>	<u>Hours</u>
11/9/2022	RS	drafting and filing of motion for extension of summary judgment response, consulting with opposing counsel	3.00
11/29/2022	RS	Plaintiff's memo review	4.00
11/30/2022	RS	review of Rule 56.1 Statement	2.00
12/1/2022	RS	review of Bahl dep	2.00
12/2/2022	RS	review of Bahl dep	2.00
12/5/2022	RS	review of Doctor depositions	4.00
12/6/2022	RS	review of Doctor depositions	4.00
12/8/2022	RS	review of complaint and Plaintiff's memo	3.00
12/9/2022	RS	review of Bahl dep and reorganization of deposition record	5.00
12/10/2022	RS	review of Doctor depositions	3.00
12/11/2022	RS	review of Doctor depositions	12.00
12/12/2022	RS	review of Bahl dep	5.00
12/22/2022	RS	research of summary judgment response	4.00
12/27/2022	RS	research of summary judgment response and outline	6.00
12/28/2022	RS	drafting of response to summary judgment	12.00
12/29/2022	RS	revision of response to summary judgment and drafting of Rule 56.1 statement	12.00
12/30/2022	RS	revision of summary judgment response papers, discussion with client of papers, and service of papers	10.00